

July 14, 2005

sal.karottki@goldbergkohn.com
direct phone: 312.201.3861
direct fax: 312.863.7861

VIA EXPRESS MAIL NO. EL873829909US

BOX TTAB/NO FEE
UNITED STATES PATENT AND TRADEMARK OFFICE
Trademark Trial and Appeal Board
P.O. Box 1451
Alexandria, Virginia 22313-1451

TTAB

Re: Jackson/Charvel Manufacturing, Inc. v. Prins, Lloyd A. —
Cancellation No. 92042614 78140509

Dear Sir or Madam:

Please find enclosed the parties' Agreed Motion for Entry of Confidentiality Stipulation and Protective Order in connection with the above-referenced matter (Cancellation No. 92042614).

Please contact me if you have any questions or comments in this regard.

Very truly yours,



Salvador K. Karottki

SKK.ck
Enclosure

cc: Lloyd A. Prins
Oscar L. Alcantara



07-14-2005

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #72

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK TRIAL AND APPEAL BOARD**

In the Matter of)	
Trademark Registration No. 2,772,766)	
For the Mark SAN DIMAS GUITARS THE)	
CALIFORNIA GUITAR COMPANY (Design))	
Registration Date: October 7, 2003)	
)	
JACKSON/CHARVEL MANUFACTURING,)	Cancellation No. 92042614
INC.,)	
)	
Petitioner,)	
)	
v.)	
)	
PRINS, LLOYD A.,)	
)	
Registrant-Respondent.)	

**AGREED MOTION FOR ENTRY OF CONFIDENTIALITY STIPULATION
AND PROTECTIVE ORDER**

Petitioner Jackson/Charvel Manufacturing, Inc. ("Jackson/Charvel") and Respondent Lloyd A. Prins ("Prins") hereby move the Trademark Trial and Appeal Board (the "Board") for entry of the Confidentiality Stipulation and Protective Order to which they have agreed. In support of this Motion, the parties' state as follows:

1. On June 14, 2005, the Board allowed the parties 30 days, until July 14, 2005, to agree on a protective order for the above-referenced Cancellation Proceeding.
2. The parties have agreed to a Confidentiality Stipulation and Protective Order and have executed the same. A true and correct copy of the executed Confidentiality Stipulation and Protective Order is attached hereto as Exhibit A. The parties having agreed,

CERTIFICATE OF MAILING 37 C.F.R. 1.10

I hereby certify that the enclosed Agreed Motion for Entry of Confidentiality Stipulation and Protective Order is being deposited with the United States Postal Service with sufficient postage, using United States Postal Service's Express Mail Post Office to Addressee service, addressed to: U.S. Patent and Trademark Office, Trademark Trial and Appeal Board, P.O. Box 1451, Alexandria, Virginia, 22313, on the date indicated below.

Dated: July 14, 2005


Salvador K. Karotki

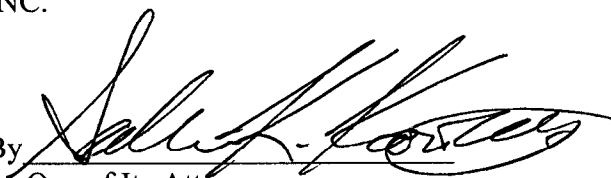
Jackson/Charvel and Prins request that the Board enter the attached Confidentiality Stipulation and Protective Order.

WHEREFORE, Jackson/Charvel and Prins respectfully request that the Board grant their Agreed Motion in its entirety and enter the Confidentiality Stipulation and Protective Order attached hereto as Exhibit A.

DATED: July 14, 2005

Respectfully Submitted,

JACKSON/CHARVEL MANUFACTURING,
INC.

By 
One of Its Attorneys

Oscar L. Alcantara
Salvador K. Karottki
GOLDBERG, KOHN, BELL, BLACK,
ROSENBLOOM & MORITZ, LTD.
55 East Monroe Street, Suite 3700
Chicago, Illinois 60603
(312) 201-4000

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
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INC.,)	
Petitioner,)	
)	
v.)	
)	
PRINS, LLOYD A.,)	
Registrant-Respondent)	
)	

CONFIDENTIALITY STIPULATION AND PROTECTIVE ORDER

This Confidentiality Stipulation and Protective Order ("Agreement") is made by and entered into between Petitioner Jackson/Charvel Manufacturing, Inc. ("Petitioner") and Registrant-Respondent Lloyd A. Prins ("Registrant-Respondent") (collectively, the "Parties"). Each Party and each Counsel of Record hereby (i) stipulate to the Agreement and (ii) move the Trademark Trial and Appeal Board (the "Board") for entry of this Confidentiality Stipulation and Protective Order, pursuant to Rule 26(c)(7) of the Federal Rules of Civil Procedure.

WHEREAS, on October 24, 2003, Petitioner commenced this Cancellation Proceeding, Cancellation No. 92042614 (the "Proceeding"); and

WHEREAS, the Parties and their respective parents, subsidiaries, affiliates, or related companies, past, present and future officers, directors, shareholders, representatives, employees and agents, and potentially nonparty witnesses, possess confidential and proprietary business information, including but not limited to financial information, commercial and market information, customer lists and information, proprietary information concerning sales and profit margins, strategic and marketing information, and trade secrets, which may be disclosed in

responding to discovery requests, or otherwise in this Proceeding, and which must be protected in order to preserve the Parties' legitimate business interests; and

WHEREAS, in this Proceeding, at least one of the Parties has sought and/or is seeking Confidential Information (as defined below); and

WHEREAS, the Parties also anticipate seeking additional Confidential Information during discovery and that there will be questioning concerning Confidential Information in the course of depositions; and

WHEREAS, the Parties assert the disclosure or use of such Confidential Information outside the scope of this Proceeding could result in significant harm to the interests of both Parties; and

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Board enter this Agreement for the purpose of preventing the disclosure and use of certain Confidential Information;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties, intending to be legally bound, hereby agree that the following terms and conditions shall govern the treatment of Confidential Information:

1. The above stated recitals are incorporated herein as part of this Agreement.

2. The following terms, as used herein, shall, without limiting the generality of the meaning of said terms, be construed as follows:

- a. "Documents" shall mean all originals, copies and non-identical copies, however produced or reproduced, of any printed, typed, handwritten, graphic, electronic or otherwise recorded matter of whatever character, including, but not limited to, files, portions of files, correspondence,

contracts, agreements, memoranda, notes, forms, diaries, reports, interoffice communications, statements, transcripts, affidavits, response to a discovery request or extract or summary made therefrom, photographs, audiotape or videotape recordings, motion pictures, e-mail, and computer files.

- b. "Declaring Party" shall mean the Party or non-party who, in good faith, declares the information or materials that it produces or is asked to produce are Confidential Information.
- c. "Receiving Party" shall mean the party requesting production of Confidential Information.
- d. "Confidential Information" means any information so designated by any Party in one or more of the following ways: (1) information set forth in an answer to an interrogatory may be so designated by including the word "Confidential – Subject to Protective Order" in the answer; (2) information contained in any document or part thereof may be so designated by marking the word "Confidential – Subject to Protective Order" on the document or any copy of it delivered to the opposing Party or its counsel or by giving written notice to the opposing Party or its counsel, describing the document or part thereof either specifically or by category; or (3) information contained in an answer to any question asked during an oral deposition may be so designated by a statement made on the record during the course of the deposition or by written notice, sent by a Party to the opposing Party within 10 days from receiving a copy of the transcript thereof, however all deposition transcripts or other testimony shall be

deemed confidential until 10 days after their receipt by the Parties or their counsel. The Declaring Party does not need to prove that the information designated as Confidential Information is protectable under the Federal Uniform Trade Secrets Act, 18 U.S.C. § 1832, 1839(b) (1999) or any other such law.

3. All information, documents or things designated by a Declaring Party as Confidential Information in accordance with this Agreement shall be used by the Receiving Party solely for the purposes of this Proceeding and for no other purpose. Such information, documents or things may not be used by the Receiving Party for any business or commercial purpose or for any other litigation or alternative dispute resolution procedure, except by written agreement between the Declaring Party and the Receiving Party or upon an order a court of competent jurisdiction after reasonable notice and a hearing at which the Declaring and Receiving Parties shall have an opportunity to be heard. Nothing in this Agreement shall prevent the Declaring Party from using information it designates as Confidential Information or disclosing it in connection with its trade or business.

4. All Confidential Information may only be disclosed to the following persons, and only for the purpose of this Proceeding:

- a. This Board, including Board personnel, and persons operating recording equipment at depositions in this Proceeding;
- b. Counsel who have appeared of record for a Party in this Proceeding and partners, associates, legal assistants, or other employees of such counsel assisting in the prosecution or defense of this Proceeding;
- c. Persons retained by the Parties or their attorneys to assist in the prosecution or defense of this Proceeding (including consultants or expert witnesses, and

third-party vendors, and their employees, retained by the parties or counsel who are involved in one or more aspects of copying, microfilming, reorganizing, filing, coding, converting, storing, or retrieving data);

- d. Witnesses or potential witnesses; and
- e. The Parties, which, for purposes of this Agreement, includes officers, directors, employees, and agents.

5. Prior to a Party disclosing Confidential Information to persons described in subparagraphs 4(c) or (d) above, the disclosing Party shall deliver a copy of this Agreement to such person(s) and obtain the affidavit in the form attached as Exhibit A, signed and dated by such persons.

6. Individuals authorized to review Confidential Information pursuant to this Agreement including, but not limited to, the Parties to this Proceeding and their counsel, shall hold Confidential Information in confidence and shall not divulge the Confidential Information, either orally or in writing, to any other person, entity or government agency unless authorized to do so by this Agreement or other court order.

7. A Party or Party's counsel who discloses Confidential Information shall take all steps reasonable and appropriate to assure compliance with the terms of this Agreement with respect to persons to whom such Confidential Information is disclosed and shall obtain and retain the original affidavits signed by qualified recipients of Confidential Information, and shall maintain a list of all persons to whom any Confidential Information is disclosed.

8. During the pendency of this Proceeding, an opposing Party or Party's counsel may, upon order of the Board or written agreement of the Parties, inspect the list maintained by the Party or Party's counsel pursuant to paragraph 7 above upon showing of substantial need in order to establish the source of an unauthorized disclosure of Confidential

Information and that the opposing Party or Party's counsel is unable otherwise to identify the source of the disclosure. If a Party disagrees with the opposing Party's showing of substantial need, then the Party may seek an order requiring inspection under terms and conditions deemed appropriate by the Board.

9. No copies of Confidential Information shall be made except by or on behalf of counsel in this proceeding for work product purposes or for review by experts in this case. Any such copies shall be made and used solely for purposes of this proceeding.

10. This Agreement has no effect upon, and shall not apply to: (a) any Party's use of its own Confidential Information for any purpose; or (b) a Party's use of documents developed or obtained independent of discovery in the Proceeding for any purpose.

11. Failure of the Declaring Party to mark a document or thing as Confidential Information in accordance with this Agreement shall not preclude either Party from thereafter in good faith marking the document or thing as Confidential Information and requesting, in writing, that the Receiving Party so mark and treat the document or thing in accordance with this Agreement. The document or thing shall thereafter be fully subject to this Agreement. The Receiving Party, however, shall not incur liability for disclosures made in good faith prior to notice of such change in designations, unless the Receiving Party had agreed to treat such documents and things as Confidential Information pending signing of this Agreement.

12. The Declaring Party may waive the confidentiality provisions of this Agreement as to any Confidential Information or any portion thereof only by explicit written waiver. Such waiver shall not result in a waiver of the confidential status of any other Confidential Information pursuant to this Agreement.

13. In the event a Party disagrees with the Declaring Party's designation of Confidential Information, the Parties shall first try to resolve such dispute in good faith on an

informal basis. If the dispute cannot be resolved, a Party may object to the designation of particular Confidential Information by giving written notice to the Declaring Party designating the disputed information. The written notice shall identify the information to which the objection is made. If the Parties cannot resolve the objection within ten (10) business days after the time the notice is received, it shall be the obligation of the Party that disagrees with the confidentiality designation to file an appropriate motion requesting that the Board determine whether the disputed information should be subject to the terms of this Agreement. If such a motion is timely filed, the disputed information shall be treated as confidential under the terms of this Agreement until the Board rules on the motion. The fact that information may technically come within the definition of Confidential Information set forth in paragraph 2 above shall not preclude the Board from determining that the information shall not be made subject to this Agreement. In connection with a motion filed under this provision, the Declaring Party shall bear the burden of proving by a preponderance of the evidence that the subject information is properly deemed confidential or that disclosure or use of the subject information outside the scope of this Proceeding would result in significant harm to the Declaring Party.

14. No person shall be permitted to attend any deposition or hearing (unless the Board shall order otherwise) during the disclosure or discussion of Confidential Information except and unless they fall into one of the categories described in paragraph 4 above, permitting them to receive such information. This provision shall not act as a bar to attendance at such proceedings or portions thereof during the disclosure of other non-confidential information.

15. In the event it is necessary for the Parties to file Confidential Information with the Board in connection with any proceeding or motion, the Confidential Information shall be filed in a sealed envelop and clearly marked as confidential following rules set forth by the Board. (See *IMP §412.02(d)(12)*). Any pleadings or briefs filed by the Parties that either quote

or discuss the contents of information designated as Confidential Information shall also be filed in sealed form.

16. This Agreement shall remain in full force and effect indefinitely unless modified, superseded, or terminated by executed written agreement of the Parties. The termination of this Proceeding shall not relieve any Party or counsel or other persons obligated hereunder from their responsibility to maintain the confidentiality of Confidential Information pursuant to this Agreement, and the Board shall retain continuing jurisdiction to enforce the terms of this Agreement.

17. By entering into this Agreement and agreeing to the entry of this Agreement by the Board, the Parties adopt no position as to the authenticity or admissibility of documents produced subject to it. This Agreement shall not be construed as a waiver by the parties of any objection which might be raised as to the admissibility of any evidentiary material. Neither the taking of any action in accordance with the provisions of this Agreement, nor the failure to object thereto, shall be construed as a waiver of any claim or defense in this Proceeding. This Agreement shall also be without prejudice to the rights of any person to oppose production of any information on any proper ground.

18. Upon termination of this proceeding, including any appeals, each Party and/or their counsel shall immediately either return to the producing party or ensure the destruction of all Confidential Information provided subject to this Agreement, including all copies thereof. If the Confidential Information is destroyed, the Party or Party's counsel shall provide the producing Party with a certificate identifying the Confidential Information so destroyed, without disclosing its contents. At that time, each Party or Party's counsel shall also file under seal with this Board the list of individuals who have received Confidential Information which the Party or Party's counsel shall have maintained pursuant to paragraph 7 herein.

19. Nothing in this Agreement shall preclude any Party from filing a motion seeking further or different protection from the Board under Rule 26(c) of the Federal Rules of Civil Procedure, or from filing a motion with respect to the manner in which Confidential Information shall be treated at trial.

20. This Agreement constitutes the entire agreement and understanding between the Parties relating to the subject matter contained herein. This Agreement may not be altered, amended or modified in any respect or particular whatsoever, except by a writing duly executed by both Parties or their authorized representatives. After this Agreement is signed by the Parties (or their duly authorized representatives), it shall supersede any and all prior agreements.

21. This Agreement shall be governed and construed in accordance with the laws of the United States and State of Arizona, and the Parties consent to the exclusive jurisdiction of the state courts and U.S. federal courts located there for any dispute arising out of this Agreement. All disputes concerning this Agreement relating to the Proceeding must be brought before the Board.

22. The Parties have each reviewed this Agreement and fully understand all of the Agreement's terms and conditions. The Parties shall be bound by the terms of this Agreement. The Parties execute this Agreement willfully, without duress and of their own accord.

23. The Board shall have full authority to modify the Agreement that it enters and to enforce compliance therewith by any appropriate means.

It is **STIPULATED** and **AGREED TO** by the Parties:

**JACKSON/CHARVEL
MANUFACTURING, INC.,**

LLOYD A. PRINS,

By: [Signature] 7/14/05

One of Its Attorneys

By: [Signature] 7/11/2005

Lloyd A. Prins

Oscar L. Alcantara
Salvador K. Karottki
GOLDBERG, KOHN, BELL, BLACK,
ROSENBLOOM & MORITZ, LTD.
55 East Monroe Street, Suite 3700
Chicago, Illinois 60603

Lloyd A. Prins
SAN DIMAS GUITAR COMPANY
2323 Via Saldivar
Glendale, California 91208

Registrant-Respondent

Attorneys for Petitioner

IT IS SO ORDERED this ____ day of _____, 200__.

Trademark Trial and Appeal Board
United States Patent and Trademark Office

CERTIFICATE OF SERVICE

The undersigned, an attorney, certifies that on July 14, 2005, he caused a copy of the parties' **Agreed Motion for Entry of Confidentiality Stipulation and Protective Order** to be served by U.S. Mail delivery upon the following:

Lloyd A. Prins
San Dimas Guitar Company
2323 Via Saldivar
Glendale, CA 91208



Salvador K. Karottki